

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM372856

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DISCOVERORG, LLC		02/10/2016	LIMITED LIABILITY COMPANY: DELAWARE
DISCOVERORG ACQUISITION COMPANY LLC		02/10/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BDC, INC., AS AGENT		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4386401	BAD DATA	
Registration Number:	4698214	DISCOVERORG	
Registration Number:	3745768	IPROFILE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	32868/037		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	02/11/2016		

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Total Attachments: 5

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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Grantee pursuant to or in connection with this agreement, the terms of this agreement and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of the Intercreditor Agreement dated as of February 10, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among NXT Capital, LLC, as the First Lien Agent, and Goldman Sachs BDC, Inc., as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement, the terms of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 10th day of February, 2016, by DISCOVERORG, LLC, a Delaware limited liability company, and DISCOVERORG ACQUISITION COMPANY LLC, a Delaware limited liability company (each a “**Grantor**” and, collectively, “**Grantors**”), in favor of GOLDMAN SACHS BDC, INC., in its capacity as Agent for the Lenders party to the Term Loan Agreement (defined below) (herein, “**Grantee**”):

W I T N E S S E T H

WHEREAS, each Grantor, one or more of its affiliates, Grantee and the lenders identified therein (the “**Lenders**”) are parties to that certain Term Loan Agreement dated as of February 10, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Term Loan Agreement**”) providing for the extensions of credit to be made to Grantors (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of February 10, 2016, among Grantors, one or more of their affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), each Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by such Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Term Loan Agreement and Collateral Agreement. The Term Loan Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, each Grantor hereby grants to Grantee, for the

benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark included in the Trademark Collateral, or (b) injury to the goodwill associated with any such Trademark.

3. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

DISCOVERORG, LLC, a Delaware limited liability company, as a Grantor

By: 

Name: Henry Schuck

Title: President and Chief Executive Officer

**DISCOVERORG ACQUISITION
COMPANY LLC**, a Delaware limited liability company, as a Grantor

By: 

Name: Henry Schuck

Title: President and Chief Executive Officer


Agreed and Accepted
As of the Date First Written Above:

GOLDMAN SACHS BDC, INC.,
as Agent

By: 
Name: _____
Name: Brendan McGovern
Title: Authorized Signatory

SCHEDULE 1

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date	Jurisdiction
DiscoverOrg, LLC		4386401	8/20/2013	United States
DiscoverOrg, LLC	DiscoverOrg	4698214	3/10/2015	United States
DiscoverOrg Acquisition Company LLC	iProfile	3745768	2/9/2010	United States